



FARMSECURE™
SUSTAINABILITY AND PROFITABILITY IN AGRICULTURE

FARMSECURE GROUP OF COMPANIES

(hereinafter referred to as "FARMSECURE")

Website Terms and Conditions

These terms and conditions are binding and enforceable against all persons that access the FARMSECURE website or any part thereof (hereinafter referred to as "the FARMSECURE website") in terms of section 11 of the Electronic Communications and Transactions (ECT) Act, 24 of 2002.

If you do not agree to these terms and conditions you must leave the FARMSECURE website now, as further use will automatically bind you to these terms and conditions. A copy of the ECT Act may be downloaded from: www.info.gov.za/gazette/acts/2002/a25-02.pdf

1. Definitions and Interpretation

- 1.1 "FARMSECURE website" means the FARMSECURE site located at www.farmsecure.co.za and includes any part or element thereof;
- 1.2 "User" means any person who enters or uses the FARMSECURE website, notwithstanding the fact that such a person only visited the home page of the FARMSECURE website;
- 1.3 References herein to the singular includes the plural and vice versa; and
- 1.4 Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

2. Allowed Use and License

- 2.1 FARMSECURE licenses the User to view, download and print the contents of the FARMSECURE website, provided that such contents is used for personal, educational and/or non-commercial purposes only.

- 2.2 Contents from the FARMSECURE website shall not be used or exploited by Users for any commercial and non-private purpose without the prior written consent of FARMSECURE.
- 2.3 Users may only access and use the FARMSECURE website for lawful purposes.
- 2.4 The caching of the FARMSECURE website shall only be allowed if:
- 2.4.1 The purpose of the caching is to make the onward transmission of the contents from the FARMSECURE website more efficient;
- 2.4.2 The cached contents is not modified in any manner whatsoever;
- 2.4.3 The cached contents is updated at least every 12 (twelve) hours; and
- 2.4.4 The cached contents is removed or updated when required by FARMSECURE.
- 2.5 If any User uses contents from the FARMSECURE website in breach of the provisions detailed herein:
- 2.5.1 FARMSECURE reserves the right to claim damages from the User;
- 2.5.2 FARMSECURE reserves the right to institute criminal proceedings against the User; and
- 2.5.3 FARMSECURE shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such contents by the User or any third party who obtained any contents from the User.
- 2.6 Hyperlinks to the FARMSECURE website from any other source shall be directed at the home page of the FARMSECURE website. FARMSECURE shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of contents from the FARMSECURE website, if such contents was accessed through a hyperlink not directed at the home page of the FARMSECURE website. Persons that wish to link to contents beyond the home page of the FARMSECURE website shall do so at their own risk and indemnify FARMSECURE against any loss, liability or damage that may result from the use of contents from the FARMSECURE website, if such contents was accessed through a hyperlink not directed at the home page of the FARMSECURE website. FARMSECURE's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

- 2.7 Users may quote small and reasonable amounts of contents available from the FARMSECURE website only if such quote is placed in inverted commas and acknowledged.
- 2.8 No person may frame the FARMSECURE website, in any manner whatsoever, without the prior written consent of FARMSECURE.
- 2.9 Apart from bona fide search engine operators and use of the search facility provided on the FARMSECURE website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy contents from the FARMSECURE website for any purposes, without the prior written consent of FARMSECURE.
- 2.10 All licenses and/or permissions granted in terms of this clause 3 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by FARMSECURE at any time without giving reasons therefore.

3. Intellectual Property Rights and Domain Name Use

- 3.1 All intellectual property on the FARMSECURE website, including but not limited to contents, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to FARMSECURE and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 3, all other rights to intellectual property on the FARMSECURE website are expressly reserved.
- 3.2 "FARMSECURE", is a registered trademark and Users agree not to use this trademark as an element of a domain name or sub-domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of trademark and/or constitutional law. Upon request to do so a User shall immediately cease to use such domain name and transfer it to FARMSECURE at the cost of the User.

4. Software and Equipment

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts to access the Internet and the FARMSECURE website and/or download contents from this website

5. Disclosures required by Section 43 of the ECT Act

Access to the services, contents, software and contents downloads available from the FARMSECURE website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and FARMSECURE has the duty to disclose the following information:

- 5.1 The full name and legal status of the website owner: FARMSECURE HOLDINGS (PROPRIETARY) LIMITED, Registration no. 2008/027456/07;
- 5.2 Physical address: 3rd Floor, Avanti South Block, Tygerfalls, Carl Cronje Drive, Tyger Valley, Cape Town, South Africa;
- 5.3 Postal address: PO Box 4138, Tyger Valley 7536, South Africa;
- 5.4 Physical address for receipt of legal service: 3rd Floor, Avanti South Block, Tygerfalls, Carl Cronje Drive, Tyger Valley, Cape Town, South Africa;
- 5.5 Main business: FARMSECURE is a service provider to the agricultural sector whose primary focus is to empower farmers with precision farming skills, agricultural knowledge, cost effective supply chain management and hands-on support to assist the farmer in fulfilling their maximum potential whilst creating above average shareholder wealth;
- 5.6 The website address of the FARMSECURE website is: www.Farmsecure.co.za;
- 5.7 The official e-mail addresses of the FARMSECURE website is: info@farmsecure.co.za;
- 5.8 The manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 of the owner of the FARMSECURE website may be downloaded from: www.farmsecure.co.za;

- 5.9 Management:
FARMSECURE HOLDINGS (PROPRIETARY) LIMITED;
Registration No. 2008/027456/07;
EL Yazbek, JW Yazbek, DS. Lubbe, PJ Maass, PF de Klerk, AH Butt (Kenyan), SN Merali (Kenyan), MJ Ernest (British);
- 5.10 The costs associated with the access and use of the FARMSECURE website are as follows: free access;
- 5.11 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
- 5.11.1 access to the FARMSECURE website;
 - 5.11.2 the inability to access the FARMSECURE website;
 - 5.11.3 the services and contents available from the FARMSECURE website; or
 - 5.11.4 these terms and conditions,
- shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following web site: <http://www.arbitration.co.za>;
- 5.12 Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to this website;
- 5.13 Users may lodge complaints concerning the FARMSECURE website with FARMSECURE at info@Farmsecure.co.za.

6. Changes and Amendments

FARMSECURE expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- 6.1 change these terms and conditions;
- 6.2 change the contents and/or services available from the FARMSECURE website;
- 6.3 discontinue any aspect of the FARMSECURE website or service(s) available from the FARMSECURE website; and/or
- 6.4 change the software and hardware required to access and use the FARMSECURE website.

7. Privacy

- 7.1 FARMSECURE shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.info.gov.za/gazette/acts/2000/a2-00.pdf>
- 7.2 FARMSECURE may electronically collect, store and use the following personal information of Users:
 - 7.2.1 name and surname;
 - 7.2.2 contact numbers;
 - 7.2.3 non-personal browsing habits and click patterns;
 - 7.2.4 e-mail address; and
 - 7.2.5 IP address.
- 7.3 FARMSECURE collects, stores and uses the abovementioned information for the following purposes:
 - 7.3.1 communicate requested information to the User;
 - 7.3.2 provide the User with access to restricted pages on this website; and
 - 7.3.3 to compile non-personal statistical information about browsing habits, click-patterns and access to the FARMSECURE website.
- 7.4 Information detailed above is collected either electronically by using cookies or is

provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

- 7.5 FARMSECURE may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
 - 7.5.1 FARMSECURE shall not disclose personal information from Users unless the User consents thereto;
 - 7.5.2 FARMSECURE shall disclose information without the User's consent only through due legal process; and
 - 7.5.3 FARMSECURE may compile, use and share any information that does not relate to any specific individual.
 - 7.5.4 FARMSECURE owns and retains all rights to non-personal statistical information collected and compiled by FARMSECURE.

8. Hyperlinks to Third Party Sites

- 8.1 FARMSECURE may provide hyperlinks to websites not controlled by FARMSECURE (target sites) and such links do not imply any endorsement, agreement on or support for the contents of such target sites.
- 8.2 FARMSECURE does not editorially control the contents on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or contents available on or through such target sites.

9. Security

- 9.1 FARMSECURE shall take all reasonable steps to secure the contents of the FARMSECURE website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, FARMSECURE does not make any warranties or representations that contents shall be 100% safe and secure.
- 9.2 FARMSECURE is under no legal duty to encrypt any contents or communications from and to the FARMSECURE website and is also under no legal duty to provide digital authentication of any page on the FARMSECURE website.

- 9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the FARMSECURE website or the server and computer network that support the FARMSECURE website.
- 9.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the FARMSECURE website, whether on purpose or negligently, shall, without any limitation, indemnify and hold FARMSECURE harmless against any and all liability, damages and losses FARMSECURE and its partners/affiliates may suffer as a result of such damaging code.
- 9.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and FARMSECURE reserves the right to claim damages any and all persons concerned with a security failure or breach.
- 9.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by FARMSECURE and its partners/affiliates. The ECT Act may be downloaded from:
<http://www.info.gov.za/gazette/acts/2002/a25-02.pdf>

10 Disclaimer and Limitation of Liability

- 10.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, FARMSECURE (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 10.1.1 access to the FARMSECURE website;
 - 10.1.2 access to websites linked to the FARMSECURE website;
 - 10.1.3 inability to access the FARMSECURE website;
 - 10.1.4 inability to access websites linked to the FARMSECURE website;
 - 10.1.5 contents available on the FARMSECURE website;
 - 10.1.6 services available from the FARMSECURE website;

- 10.1.7 downloads and use of contents from the FARMSECURE website;
- 10.1.8 any other reason not directly related to FARMSECURE's gross negligence.
- 10.2 The FARMSECURE website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with FARMSECURE, that the contents available from and through the FARMSECURE website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 10.3 Information, ideas and opinions expressed on the FARMSECURE website should not be regarded as professional advice or the official opinion of FARMSECURE and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the FARMSECURE website.
- 10.4 FARMSECURE does not make any warranties or representation that contents and services available from the FARMSECURE website will in all cases be true, correct or free from any errors. FARMSECURE shall take all reasonable steps to ensure the quality and accuracy of contents available from the FARMSECURE website.
- 10.5 FARMSECURE does not make any warranties or representations that the FARMSECURE website shall be available at all times. Users acknowledge that the FARMSECURE website may be unavailable due to updates or other causes beyond the reasonable control of FARMSECURE, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

11. Removal and Correction of Contents

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful contents available from the FARMSECURE website to FARMSECURE and FARMSECURE undertakes to correct and/or remove such contents or any part thereof if the person reporting such contents provided reasonable grounds to prove the alleged nature of the contents.

12. Interception of Communications

- 12.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to FARMSECURE's right to intercept, block, filter, read, delete, disclose and use all communications send or posted by the User to the FARMSECURE website, its staff and employees.
- 12.2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

13. Entire Agreement and Severability

- 13.1 Subject to the provisions of the Contents Use License, these terms and conditions constitute the entire agreement between FARMSECURE and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by FARMSECURE from the User.
- 13.2 Any failure by FARMSECURE to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 13.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

14. Agreement in terms of section 21 of the ECT Act

The User and FARMSECURE agree that:

- 14.1 the User shall be bound to these term and conditions and such agreement is concluded in Cape Town (South Africa) at the time the User enters the FARMSECURE website for the first time or immediately after the User indicated consent as required in Content Use Agreement;
- 14.2 data messages (as defined in the ECT Act) addressed by the User to FARMSECURE shall only be deemed to have been received if and when responded to;

- 14.3 data messages (as defined in the ECT Act) addressed to the User by FARMSECURE shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- 14.4 data messages (as defined in the ECT Act) addressed by the User to FARMSECURE shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 14.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and FARMSECURE; and
- 14.6 the User agrees and warrants that data messages that are sent to FARMSECURE from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

15. Applicable and Governing Law

The FARMSECURE website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the FARMSECURE website, its contents, services and these terms and conditions.

16. Legal Costs

FARMSECURE shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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